

# **EXHIBIT 2**



**Donna Leach,**  
Plaintiff,

**United States District Court**  
**Northern District of California**

vs.

Case no. 23-cv-03378 SI

**Tesla Inc.,**  
Defendant

#### **SETTLEMENT AGREEMENT REACHED AT MEDIATION**

Each signatory to this Agreement has executed it freely and without duress, after having consulted with, or having had the opportunity to consult with, the attorneys of such person's choice. Each party hereto has been advised by the Mediator that the Mediator is not the attorney for any party and that each party should have this Agreement reviewed by such party's attorney prior to executing same.

Although the Mediator has provided a basic outline of this Agreement to the parties' counsel as a courtesy to facilitate the final resolution of this dispute, the parties and their counsel have thoroughly reviewed such outline and have, where necessary, modified it to conform to the requirements of their agreement. All signatories to this Agreement hereby release the Mediator from any and all liability arising from the drafting of this Agreement.

The parties, having participated in mediation of the above captioned matter, acknowledge and agree that they have reached the following full and final settlement agreement:

1. The case is conditionally settled in its entirety for [REDACTED], subject to approval by Defendant's Executive committee, which will be decided upon no later than 9.30.24. The amount of the settlement is confidential.
2. Defendant agrees to pay plaintiff's share of the mediation fee [REDACTED].
3. Plaintiff is responsible for any/all liens and the settlement is subject to the clearing of any MMSEA requirements.
4. Plaintiff will return any confidential documents produced by defendant under a protective order.
5. Once conditions are resolved, defense counsel will promptly prepare a formal settlement agreement and release. Within 7 days of receipt, plaintiff and her counsel will execute same and return it to defense counsel. Within 30 days of receipt, defendant will remit the settlement funds in a manner prescribed by plaintiff's counsel.

Executed this 13th day of September, 2024

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Plaintiff, Donna Leach



Defendant, Tesla, Inc.



Counsel for Defendant



**Donna Leach,  
Plaintiff,**

**United States District Court  
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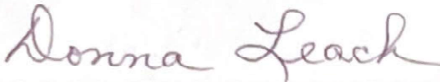
The parties, having participated in mediation of the above captioned matter, acknowledge and agree that they have reached the following full and final settlement agreement:

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3. Plaintiff is responsible for any/all liens and the settlement is subject to the clearing of any MMSEA requirements.
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Executed this 13th day of September, 2024



Plaintiff, Donna Leach



Counsel for Plaintiffs, Todd A. Walburg

Defendant, Tesla, Inc.

Counsel for Defendant